



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions Travaux publics et Services
gouvernementaux Canada**
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)
Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Compressed Gas and Welding Supplies	
Solicitation No. - N° de l'invitation E6TOR-20RM10/A	Date 2021-05-28
Client Reference No. - N° de référence du client E6TOR-20-RM10	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-945-8402
File No. - N° de dossier KIN-0-54245 (945)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-07-09 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Gillis, Melanie	Buyer Id - Id de l'acheteur kin945
Telephone No. - N° de téléphone (613)328-2654 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various Federal Departments and agencies within Ontario.	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The following Annexes are appended to and form part of this RFSO:

Annex A – REQUIREMENT
Annex B – BASIS OF PAYMENT
Appendix 1 TO BASIS OF PAYMENT
Annex C – ONTARIO REGION MAP
Annex D – INSURANCE REQUIREMENTS
Annex E – STANDING OFFERS REPORTING FORM
Annex F – TO PART 3 OF THE REQUEST FOR STANDING OFFERS – ELECTRONIC INSTRUMENTS

1.2 Summary

Canada has a requirement to establish a Regional Master Standing Offer (RMSO) for the supply and delivery of various compressed gases in various sizes of portable cylinders and welding supplies; as detailed at Annex A, Requirement, to various Federal clients and Authorized Users listed at 7.6 Authorized Users, within Ontario on an as and when requested basis for a period of three (3) years. Estimated usages are outlined at Annex “B” - Basis of Payment for current known Users.

It is the intention of Canada to issue one (1) Standing Offer for all geographic region listed in Annex “A” herein.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Ontario

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at 7.6 Authorized Users

1.2.1 This RFSO is for the provision of the supply and delivery of various gases and welding supplies, on an as and when requested basis.

Geographical area for service:

1. Various federal departments and agencies within Ontario Region, and
2. Province of Ontario

The period of the Standing Offer is from date of issue to August 31st, 2024

1.2.2 The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the requirement detailed in the RFSO, to the Authorized Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.6 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada’s [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

Offerors who submit an Offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

[B3000T](#) (2006-06-16) Equivalent Products

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the

question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer

Section II: Certifications

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F Electronic Payment Instruments, to identify which ones are accepted.

If Annex F Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[SACC Manual C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

Section II: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices and markup percentage.
- b) Annex B, Appendix 1 Sections A through E.1 must be completed in its entirety. Any items without pricing will render the bid non-compliant.
- c) Offerors must submit a separate financial offer Annex B, Appendix 1 Sections A through E for each geographical where the prices are different. Each financial offer must clearly state which geographical area the prices apply by check marking the applicable geographical area below.

However, if the prices offered are identical for all geographic areas, then the Offeror may submit one financial offer.

- All Areas
- Area 1: Northwest
- Area 2: Northeast
- Area 3: Southeast-1
- Area 4: Southeast-2
- Area 5: Southwest (1 and 2 combined)
- Area 6: Greater Toronto (GTAA)

- d) Offers must not contain any condition or qualification placed upon the offer.
- e) Pricing must be firm, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

4.1.2 Evaluation of Price

- a) SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price
- b) For evaluation purposes, the unit price shown in Annex B Appendix 1 Sections A through D will be multiplied by the estimated quantities used to establish the extended price. The

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sum of all extended prices for the entire schedule will be the evaluated price for each geographic area.

4.2 Basis of Selection

- 4.2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.
- 4.2.2 It is the intention of Canada to issue one (1) Standing Offer for all geographic area listed in Annex "A" to satisfy this requirement.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "G".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

7.2.1 No Security Requirement Applicable

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from September 1st, 2021 to August 31st, 2024.

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Melanie Gillis
Title: Supply Specialist
Public Services and Procurement Canada
Ontario Region
Kingston Procurement
Telephone: 613-328-2654
E-mail address: Melanie.Gillis2@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

Contracting Authorities

If a call-up is issued by:

Solicitation No. - N° de l'invitation
E6TOR-20RM10/A
Client Ref. No. - N° de réf. du client
E6TOR-20RM10

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-0-54245

Buyer ID - Id de l'acheteur
kin945
CCC No./N° CCC - FMS No./N° VME

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative [Note to Offerors: Please fill out required information]

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Procurement Business Number: _____

7.6 Authorized Users

Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the ***Financial Administration Act***, R.S., 1985, c. F-11.

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

Province of Ontario as well as the following optional users:

- City of Toronto, ON
- Town of Huntsville, ON
- Carleton University, ON
- County of Essex, ON
- Thunder Bay Regional Health Sciences Centre
- St. Joseph's Care Group, ON
- Laurentian University, ON
- Grey Bruce Health Services, ON
- Northern Supply Chain, ON
- Town of Collingwood, ON

Disclosure of information – Optional Users

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

7.7 Call-up Procedures

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a

Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

7.8 Call-up Instrument

7.8.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation of the Federal Identified User's authority to enter in to a Contract; and
 - acceptance of the terms and conditions of the Standing Offer.
 - confirmation that funds are available under section 32 of the Financial Administration Act
 - allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

7.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

7.9 Limitation of Call-ups

Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions [2009](#) (2018-07-06) - Standing Offers - Goods or Services – Authorized Users;
- d) the General Conditions [2015A](#) (2020-05-28) – General Conditions: Goods – Authorized Users (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B. C and D, Basis of Payment;
- g) Annex G, Insurance Requirements;
- h) the Offeror's offer dated _____ *[Note to Offerors: Canada will insert information at time of issuance of the Standing Offer]*

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Contract resulting from a Call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the items detailed in the Call-up against the Standing Offer.

Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex X or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2015A](#) (2020-05-28), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

When payment by credit cards is accepted by the Offeror.

Section 16 Interest on Overdue Accounts, of [2015A](#) (2020-05-28), General Conditions – Goods – Authorized Users (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to August 31st, 2024 inclusive

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.4.3 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.4.4 Electronic Payment of Invoices – Call-up [Note to Offerors: Canada will insert or delete text, as per the Offer Annex F, at time of issuance]

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
 - (b) the amount invoiced (exclusive of applicable tax);
 - (c) the amount of applicable tax;
 - (d) the date;
 - (e) the name and address of the Identified User;
 - (f) the Item number(s);
 - (g) a copy of time sheets to support the time claimed (if applicable);
 - (h) the Standing Offer Number as shown on page 1 of this Standing Offer.
2. The original and one (1) copy of each invoice must be forwarded to the Client Representative as indicated on each call-up document for certification and payment.

7.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7 SACC Manual Clauses

B7500C (2006-06-16)	Excess Goods
B1505C (2006-06-16)	Shipment of Hazardous Materials
D3015C (2007-11-30)	Dangerous Goods/Hazardous Products
A9062C (2011-05-16)	Canadian Forces Site Regulations
A9068C (2010-01-11)	Government Site Regulations

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

Solicitation No. - N° de l'invitation
E6TOR-20RM10/A
Client Ref. No. - N° de réf. du client
E6TOR-20RM10

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-0-54245

Buyer ID - Id de l'acheteur
kin945
CCC No./N° CCC - FMS No./N° VME

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

7.9 Shipment of Goods

Shipment must be Incoterms 2000 "DDP Delivered Duty Paid".

7.10 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

7.11 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A" REQUIREMENT

1. Supply and delivery of compressed gases and associated welding supplies as detailed in Annex B, C and D.
2. All gas cylinders supplied must be fitted with and conform to the most recent Canadian Gas Association (CGA) standards.
3. Cylinders must be equipped with valves sealed with Teflon tape as opposed to using thread sealing compound, i.e. pipe dope.
4. It is anticipated that weekly delivery may be requested. Delivery must take place within 24 hours of receipt of call-up.
5. The gas cylinders must be placed inside the designated gas storage area as per the instructions detailed on each call-up document.
6. The analysis of both primary and certified standards must also be included in the Offeror's firm unit pricing. Any cylinder which is delivered with a seized or difficult to open valve must be replaced by the Offeror at their expense.
7. Gases must be delivered in Offeror owned cylinders.
8. Pick-up of empty cylinders shall be the Offeror's responsibility.
9. The Offeror will be responsible for pickup and delivery of cylinders for individual customer accounts.
10. Gases to be filled in Canada owned cylinders the following will apply:
 - a) Canada owned cylinders must be picked up by the Offeror, filled and returned. This must be included in the Offeror's firm unit pricing as an all-inclusive price. No additional costs will be allowed.
11. Re-certification of Canada owned cylinders must be provided if required.
12. Call-ups against the resulting Standing Offer may also be made by the client departments to fill multiple small-quantity orders for several delivery points within the same Geographical Area. This may mostly occur with Correctional Services Canada.

ONTARIO REGION - GEOGRAPHICAL AREAS BREAKDOWN (see Map in Annex "I")

1. **Northwest**

Includes the areas within the following designated points:

- a) Moosonee to West of Wawa across to Thunder Bay, Fort Francis, Kenora to Manitoba Border

2. **Northeast**

Includes the areas within the following designated points:

- a) North Bay, Sudbury, Sault Ste. Marie, Wawa, Timmins-Porcupine.

3. **Southeast-1 (excluding National Capital Area)**

Includes the areas within the following designated points:

- a) Cobourg, Trenton, Belleville, Kingston, Brockville, Cornwall, Quebec Border to Pembroke (excluding the National Capital Area)

4. **Southeast-2**

Includes the areas within the following designated points:

- a) Petawawa, Peterborough, Port Hope, Barrie, Port Elgin, Tobermory, Owen Sound, Parry Sound, Bigwood to Mattawa.

5. **Southwest (1 and 2 combined)**

Includes the areas within the following designated points:

- a) Niagara Falls, Hamilton, Guelph, Kitchener-Waterloo, Goderich, Sarnia, Windsor, Leamington, across to Port Colborne.

6. **Greater Toronto & Adjacent Areas (GTAA)**

Includes the areas within the following designated points:

- a) Toronto, Burlington, Milton, Georgetown, Orangeville, Newmarket, Port Perry, Bowmanville, Oshawa.

ANNEX "B" BASIS OF PAYMENT

Note to Offerors: All text in italics will be deleted from the resulting Standing Offer.

All pricing is firm, in Canadian Currency. H.S.T., if applicable, is extra to the prices and must be shown on any invoice as a separate item. Shipment must be **Incoterms 2000 "DDP Delivered Duty Paid"**

Pricing Periods:

Year 1: September 1, 2021 to August 31, 2022

Year 2: September 1, 2022 to August 31, 2023

Year 3: September 1, 2023 to August 31, 2024

Estimated Usages:

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Pricing Basis does not represent a commitment by Canada that Canada's future usage of the services/items described in the Request for Standing Offer will be consistent with this data.

FINANCIAL EVALUATION WILL BE BASED ON THE AGGREGATE EVALUATED TOTALS AS FOLLOWS:

AGGREGATE EVALUATION TOTAL FOR GEOGRAPHICAL AREAS 1 THROUGH 6

Combined Extended Totals in Appendix 1 Section A.1 + Appendix 1 Section B.1 + Appendix 1 Section C.1 and C.2 + Appendix 1 Section D.1

Should the pricing be the same for all geographical areas, the Extended Totals in Appendix 1 Section A.1 + Appendix 1 Section B.1 + Appendix 1 Section C.1 and C.2 + Appendix 1 Section D.1 will be multiplied by 6.

It is the intention of Canada to issue one (1) Standing Offer for all geographic area listed in Annex "A" to satisfy this requirement.

Appendix 1 – Details of Basis of Payment is available electronically in Excel format through Buyandsell.gc.ca

Appendix 1 Section A

Welding Supplies

A.1 Firm Prices

A.2 Percentage Discount

A.2.1 Percentage Discount will **not** be included as part of the Evaluation

Appendix 1 Section B

Compressed Gases

B.1 Firm prices

B.2 Percentage Discount

B.2.1 Percentage Discount will **not** be included as part of the Evaluation

Appendix 1 Section C

Firm Prices for Demurrage Charges

All demurrage charges, caused by the Offeror's action or omission, shall be defrayed by the Offeror at no cost to Canada.

Demurrage charges will continue at the third year rate beyond the third year period until the cylinders are returned to the Offeror, unless other arrangements are mutually agreed. For annual demurrage charges, the charge will be prorated monthly, based on the quantity retained.

Canada reserves the right to return at any time cylinders on an Annual Prepaid Lease Plan. Should this occur, the Offeror will be paid the Annual Prepaid Lease Plan rate detailed above divided by 12 for a monthly rate and then multiplied by the total number of months remaining in the Annual Prepaid Lease Plan period.

Cylinder Demurrage

Bidders are to quote on the following two methods detailed at C.1 and C.2 below. Both methods will be included in the evaluation. The client has the option to use either one of the following demurrage options:

- C.1 **Demurrage Charges: Per Day** - The Offeror owned cylinders are loaned free of charge for a period of thirty days, after which time a charge per cylinder per diem applies. Cylinders are to be returned to the Offeror's nearest warehouse, transportation charges included. It is anticipated that usage may range anywhere between 1 to 400 cylinders per day per client.

C.1.1 For evaluation purposes for the quantity of 400 cylinders for one day will be used and multiplied by the rate per cylinder.

- C.2 **Demurrage Charges: Annual Prepaid Leasing** - Annual Prepaid Leasing Plan based on annual demurrage. Cylinders may be rented for a twelve (12) month period on a flat rate to be fixed by the Offeror, based on the average monthly holding during the period. Lease plans for approximately the following cylinders, per client.

- a. 1 - 50 cylinders /year
- b. 51 - 100 cylinders /year
- c. 101 - 150 cylinders /year
- d. 151 - 200 cylinders /year
- e. 201 - 250 cylinders /year
- f. 251 - 300 cylinders /year
- g. 301 - 350 cylinders /year
- h. 351 - 400 cylinders /year

C.2.1 For evaluation purposes the sum total of all annual prepaid leasing categories will be used.

Cylinder Demurrage

For evaluation purposes the total of C.1 for each Geographical Areas 1 through 6 and C.2 for each Geographical Areas 1 through 6 will be combined for a Cylinder Demurrage Price

- C.3 **Cube Truck Demurrage** - Cube Truck Demurrage applies when Helium is ordered under Appendix 1 Section B - Helium 99.999% pure minimum standard" for DRDC as detailed in the call-up.

Offerors must quote on the following cube truck demurrage charge for **Geographical Area 6 only**.

Daily demurrage charge per cube truck

C.3.1 Cube Truck Demurrage charges will **not** be included as part of the Evaluation

Appendix 1 Section D

Firm prices for re-certification, servicing of Canada-owned cylinders, when requested

ONLY PACKED TYPE CYLINDER VALVES TO BE USED

- a. Hydrostatic testing including; Washing, drying, and valving
- b. Painting and stenciling
- c. Replacing and repairing valves

D.1 For evaluation purposes for the quantity of 10 cylinders will be used and multiplied by the rate per cylinder.

Appendix 1 Section E

Section E will **not** be included as part of the Evaluation

Firm prices for miscellaneous costs

E.1 **Cylinder Loss or Damage Beyond Repair** - In the event of a cylinder being lost or damaged beyond repair, its value shall be deemed to be based on size of cylinder:

- a. Cylinders of 6 cubic metres (200 cubic feet) and over,
- b. Cylinders under 6 cubic metres (200 cubic feet) and over 2.77 cubic metres (100 cubic feet),
- c. Cylinders under cubic metres (100 cubic feet).

E.2 **Yearly Inventory of cylinders** - for the Department of National Defence, Royal Military College (RMC), Kingston, Ontario

As and when requested, the Offeror may be requested to provide a yearly inventory count of cylinders on site at the Royal Military College, by conducting an annual audit most likely coinciding with the anniversary of the contract start date, to verify individual customer account balances, and then base individual customer account lease renewal billing on the audit.

E.3 **Unique Mixes of Gases (Analyzed or Unanalyzed)** - for the Department of National Defence, Royal Military College (RMC), Kingston, Ontario

Additional Gases as and when requested. It is anticipated that the Royal Military College (RMC) may require some unique mixes of gases in approximately 8m³ bottles of analyzed and unanalyzed mixes, during the term of the standing offer, on a 'once only' basis.

The Offeror is requested to provide RMC with pricing for the following mixes:

- a. methane 10% balance argon
- b. methane balance nitrogen
- c. carbon monoxide 2% balance helium
- d. carbon monoxide, carbon dioxide balance helium
- e. hydrogen 8 - 8½% balance helium
- f. hydrogen (10 ppm & 2%) balance argon
- g. nitrogen 40% balance hydrogen

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APPENDIX 1

Details of Basis of Payment is available electronically in Excel format through Buyandsell.gc.ca

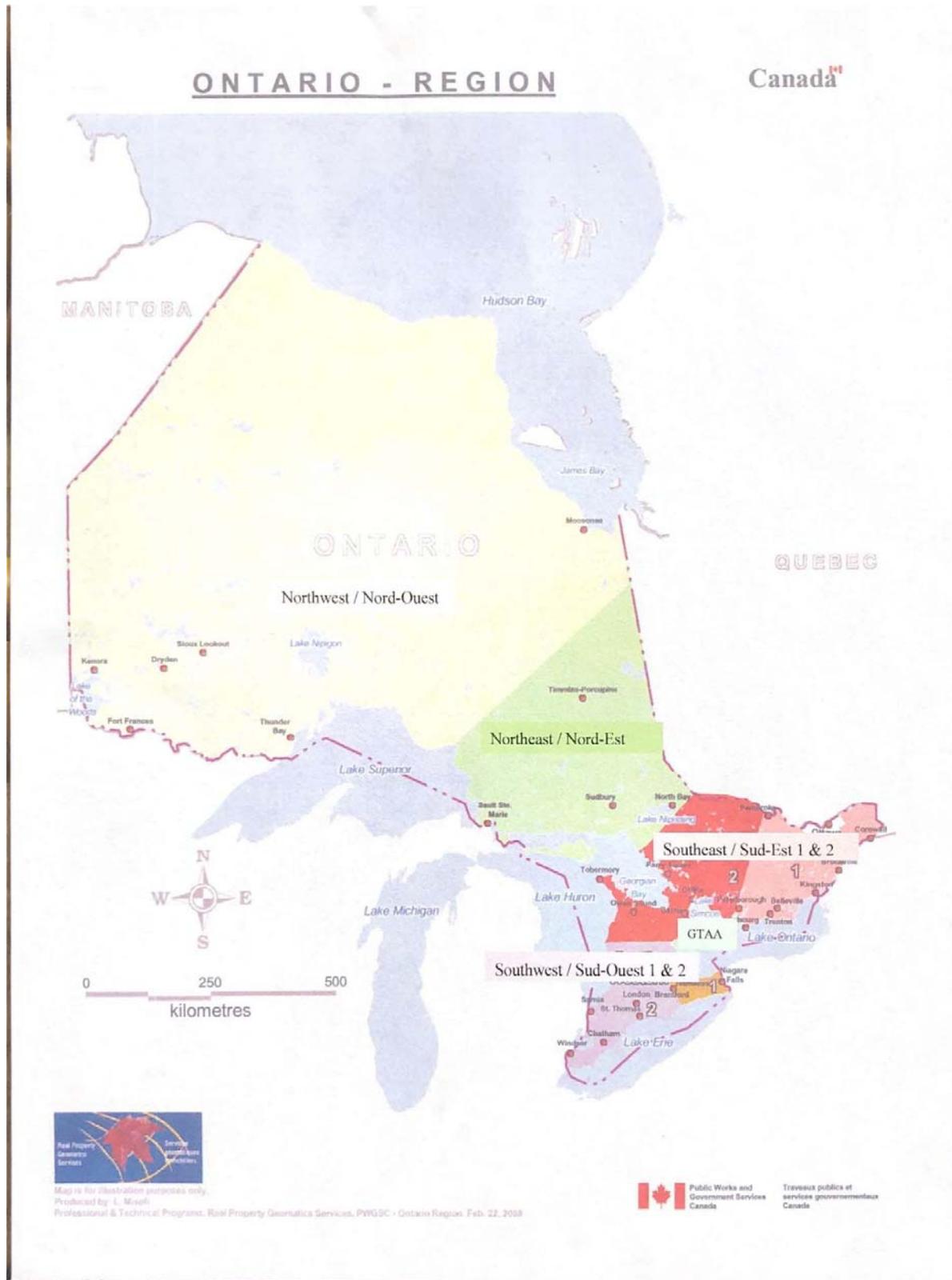
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ANNEX "C" ONTARIO REGION MAP

(See attached)



ANNEX "D" INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice, 284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
 - i. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

Annex "E" Standing Offers Reporting Requirements

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer Title		Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description (Item #, Quantity)	Date of Order	Date of Delivery	Value of Order (not including HST)

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ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS ELECTRONIC PAYMENT INSTRUMENTS

The Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)